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have a perfect right to recover. The other proposition that a man cannot waive a right that he does not know about or intend to waive would seem equally clear. But when the two are applied together to the facts of this case it does not seem as if a man after contracting to work at a certain rate which he agreed to in advance should be allowed to recover on a contract which he knew nothing of. The case did not reach the Court of Appeals of New York so that the point cannot be regarded as finally passed upon.

CORPORATIONS—DIVIDENDS ON ATTACHED STOCK.—In a former action an attachment was issued and regularly served upon the defendant corporation, covering certain shares of stock. V and W, the plaintiffs in that action obtained judgment and, at an execution sale by the sheriff, purchased the said shares of stock and received a certificate of purchase thereby becoming owners of the stock. After attachment but before execution certain dividends were declared, one of which remained unpaid. The plaintiff in this action purchased from V and W "all their right, title, and interest" in said stock and now brings suit to recover the unpaid dividend. *Held*, the title to the dividend passed to V and W, purchasers under the execution sale but did not pass from them to the present plaintiff and he cannot recover. *Cates v. Consolidated Realty Co.*, (Cal. App. 1914), 144 Pac. 301.

As a general rule dividends belong to the owner of the stock at the time they are declared (*Waterman v. Alden*, 42 Ill. App. 294; *Richardson v. Richardson*, 75 Me. 570, 46 Am. Rep. 428) but when stock is held under an attachment, the dividend declared at that time inheres in the stock, and is held under the levy of attachment on the shares and passes to the purchaser under the execution sale, *Cook, Corp.*, (5th Ed.) § 484; *Jacobus v. Monongahela Nat. Bank*, 35 Fed. 395; *McCarthy v. Footh*, 2 Cal. App. 170, 83 Pac. 175. But the dividend having passed to the purchaser under the execution sale becomes a debt from the corporation to him and does not pass with a subsequent sale of the stock unless expressly included, *Wheeler v. Northwestern Sleigh Co.*, 39 Fed. 347.

CORPORATIONS—LIQUIDATION—POWER OF MAJORITY.—A majority of the stockholders of J. Co. having decided to liquidate the company, in good faith and without fraud in a corporate meeting voted to sell all its assets to the N. Co. for shares of stock in that corporation, each stockholder receiving  $1\frac{1}{2}$  shares in N. Co. for each of his shares in J. Co., N. Co. also assuming all the debts and liabilities of J. Co. The market value of  $1\frac{1}{2}$  shares in the N. Co. was equal to the market value of a share in J. Co. or \$975. An arrangement was also made whereby the stockholders in the J. Co. might receive \$975 per share instead of taking stock in the N. Co. In a suit to enjoin the sale it was found that the market or sale value of the assets of J. Co. as represented by a share of stock was \$1,174.94 when the sale was made. *Held*, that the majority stockholders could properly vote to sell the assets of J. Co. and the difference between the market value at the time of the sale as found and the valuation placed thereon by the majority was too slight to show gross mismanagement and therefore the decision of the majority made